



E-mail: KabulGSOProcurement@state.gov
November 24, 2014

SUBJECT: RFQ#PR3903091 Electrical Material Best Quality Including Shipping and Delivery.

Prospective Vendor:

Enclosed is a Request for Quotation (RFQ) PR3903091 Electrical Material Best Quality Including Shipping and Delivery. We kindly request you to submit your proposals based on requirement, complete the required Block of the attached document, and submit it to the following e-mail address which is also shown on the Standard Form 1449 that follows this letter.

Contracting and Procurement Office
American Embassy Kabul
Great Massoud Road
E-mail: KabulGSOBids@state.gov

Please submit your quotation through e-mail and add "Quotation Enclosed" to the above mentioned address.

The deadline for receipt of RFQ is **December 06, 2014 at 13: 00 PM local time** No quotations will be accepted after this time.

Subject Line Format must be: **RFQ # PR3903091 Electrical Material Best Quality Including Shipping and Delivery (Vendor Name) E3B**. Please ensure that your subject line follows this format. If it does not your bid may NOT be accepted

The U.S. Government intends to award a Purchase order who provide the requested Goods / services to the responsible company submitting an acceptable quotation at the lowest price. We intend to award the contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions by email regarding this solicitation to KabulGSOBids@state.gov .

Sincerely,

Contracting and Procurement Office
American Embassy Kabul
Great Massoud Road

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <u>PR3903091</u>	
6. SOLICITATION ISSUE DATE November 24, 2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME E3B Procurement Agent		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME December 06, 2014		9. ISSUED BY GSO/Procurement American Embassy Kabul Great Massoud Road E-mail: KabulGSOBids@state.gov		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO American Embassy Kabul Great Massoud Road - Kabul, Afghanistan		16. ADMINISTERED BY		CODE			
17a. CONTRACTOR/OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Electrical Supplies including its delivery shipping and handling charges from vendor stock to the US Embassy Kabul, Afghanistan All requested material MUST be new and original. Delivery schedule must be clear <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE
 Computer Generated

STANDARD FORM 1449 (REV. 02/2012)
 Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See next page for the requirement				

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)	
				42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

RFQ#PR3903091 Electrical Material Best Quality Including Shipping and Delivery.

No.	Description	Qty	Unit	Unite Price	Total
1	Electrical Metal Tubing (EMT), 3/4" diameter, 3 meters long.	50	each		
2	Electrical Metal tubing (EMT), 1" diameter, 3 meters long	20	each		
3	Electrical metal tubing (EMT), 1 1/2" diameter, 3 meters long.	12	each		
4	Bracket for 3/4" EMT	100	each		
5	Bracket for EMT 1"	40	each		
6	Bracket for 1 1/2" EMT	25	each		
7	Aluminum conduit body (condulete), 3/4" diameter, NPT thread, Type LL	20	each		
8	aluminum conduit body (condulete), 3/4" diameter, NPT thread, Type LR	14	each		

9	Aluminum conduit body (condulete), 3/4" diameter, NPT thread, Type LB	12	each		
10	Aluminum conduit body (condulete), 3/4" diameter, NPT thread, Type C.	22	each		
11	Aluminum conduit body (condulete), 3/4" diameter, NPT thread, type T	20	each		
12	Aluminum conduit body (condulete), 1" diameter, NPT thread, Type LL	8	each		
13	Aluminum conduit body (condulete), 1" diameter, NPT thread, Type LR	8	each		
14	Aluminum conduit body, 1" diameter, NPT thread, Type LB	7	each		
15	Aluminum conduit body (condulete), 1" diameter, NPT thread, Type C	3	each		
16	Aluminum conduit body (condulete), 1" diameter, NPT thread, Type T	10	each		
17	Aluminum conduit body (condulete), 1 1/2" diameter, NPT thread, Type LL	6	each		
18	aluminum conduit body (condulete), 1 1/2" diameter, NPT thread, Type LR	8	each		
19	Aluminum conduit body (condulete), 1 1/2" diameter, NPT thread, Type LB.	7	each		
20	Aluminum conduit body (condulete), 1 1/2" diameter, NPT thread, Type C	6	each		
21	Aluminum conduit body, 1 1/2" diameter, NPT thread, Type T	9	each		
22	NPT thread, compression fitting for 3/4" EMT	200	each		
23	NPT thread, compression fitting for 1" EMT	80	each		
24	NPT thread, compression fitting for 1 1/2" EMT	85	each		
25	COMPRESSION COUPLING FOR 3/4" EMT	40	each		
26	COMPRESSION COUPLING FOR 1" EMT	20	each		
27	COMPRESSION COUPLING FOR 1 1/2" EMT	12	each		
28	NYLON WALL ANCHOR - 8MM diameter x 1 1/2" long	200	each		
29	NYLON WALL ANCHOR - 6MM diameter x 1 1/2" long	150	each		
30	1 1/2" PAN HEAD SCREW FOR 8MM ANCHORS	200	each		
31	1 1/4" PAN HEAD SCREW FOR 6MM ANCHORS	150	each		
32	PRE CAST CONCRETE HAND HOLE 60CM X 60CM WITH CAST IRON COVER with the word " ELECTRICITY"	1	each		
33	CIRCUIT BREAKER BOX (LOAD CENTER) 220/380V, BUS BARS RATED 100A MINIMUM, WITH SPACE FOR 70A 3 POLE MAIN BREAKER PLUS 24 SINGLE POLE DIN RAIL CIRCUIT BRAKERS, WITH BUS BARS FOR 3 PHASES, NEUTRAL AND GROUND.	1	each		
34	CIRCUIT BREAKER BOX (LOAD CENTER) 220/380V, BUS BAR RATED FOR 50A MINIMUM, DIN RAIL, WITH SPACE FOR DIN RAIL 3 POLE MAIN BREAKER PLUS 18 SINGLE POLE DIN RAIL CIRCUIT BRAKERS, WITH BUS BARS FOR 3 PHASES, NEUTRAL AND GROUND.	1	each		
35	Roll of FLEXIBLE WIRE, 450/750V, 2.5MM2, COLOR WHITE, 100 meters long per roll	15	each		
36	roll of FLEXIBLE WIRE, 450/750V, 2.5MM2, COLOR BLACK, 100 meters per roll	15	each		
37	roll of FLEXIBLE WIRE, 450/750V, 2.5MM2, COLOR GREEN/YELLOW (GROUND), 100 meters per roll	15	each		
38	roll FLEXIBLE WIRE, 450/750V, 2.5MM2, COLOR RED, 100 meters per roll	5	each		
39	meters of FLEXIBLE WIRE, 0.6/1KV, 25MM2, COLOR BLUE	100	meter		
40	meters of FLEXIBLE WIRE, 0.6/1KV, 25MM2, COLOR BROWN	100	meter		
41	meter of FLEXIBLE WIRE, 0.6/1KV, 25MM2, COLOR BLACK	100	meter		
42	meters of FLEXIBLE WIRE, 0.6/1KV, 25MM2, COLOR GRAY	100	meter		
43	meters of FLEXIBLE WIRE, 0.6/1KV, 16MM2, COLOR BREEN/YELLOW (GROUND)	100	meter		
44	meters of CABLE 5X35MM, 0.6/1KV	100	meter		
45	DIN RAIL CIRCUIT BREAKER, 240V RATED, 1 POLE, CURVE B, 20A, BRAND SCHNEIDER OR LEGRAND	30	each		
46	DIN RAIL CIRCUIT BREAKER, 240V RATED, 1 POLE, CURVE B, 16A, BRAND SCHNEIDER OR LEGRAND	9	each		
47	CIRCUIT BREAKER, 400V RATED, 3 POLES, CURVE C, 70A, BRAND SCHNEIDER OR LEGRAND (to be installed on 100A Load center)	1	each		

48	DIN RAIL CIRCUIT BREAKER, 400V RATED, 3 POLES, CURVE C, 50A, BRAND SCHNEIDER OR LEGRAND	1	each		
49	DIN RAIL CIRCUIT BREAKER, 400V RATED, 3 POLES, CURVE C, 40A, BRAND SCHNEIDER OR LEGRAND	1	each		
50	SURFACE MOUNTED SINGLE POLE SWITCH, COLOR WHITE, WITH ENCLOSURE AND FACE PLATE	14	each		
51	SURFACE MOUNTED 3WAY SWITCH, COLOR WHITE, WITH ENCLOSURE AND FACE PLATE	2	each		
52	SURFACE MOUNTED 2X18W TUBULAR FLUORESCENT LIGHT FIXTURE, WITH ENCLOSURE, BULBS INCLUDED	9	each		
53	SURFACE MOUNTED 2X36W TUBULAR FLUORESCENT LIGHT FIXTURE, WITH ENCLOSURE, BULBS INCLUDED	22	each		
54	SURFACE MOUNTED CEILING LIGHT FIXTURE WITH 2 CFL 18W BULBS WITH ENCLOSURE SCREEN	8	each		
55	SURFACE MOUNTED DUPLEX OUTLET WITH GROUND (SCHUKO), WITH ENCLOSURE AND FACE PLATE	46	each		
56	WALL MOUNTED BATHROOM EXHAUST FAN, 250M3/HOUR MINIMUM DISPLACEMENT, 220V, COLOR WHITE	6	each		
57	INFRA RED MOTION SENSOR RATED FOR 240V / 100W	6	each		
58	METERS OF FLEXIBLE WIRE, BROWN COLOR, 6 MM2	70	meter		
59	METERS OF FLEXIBLE WIRE, GRAY COLOR, 6 MM2	70	meter		
60	METERS OF FLEXIBLE WIRE, BLACK COLOR, 6 MM2	70	meter		
61	METERS OF FLEXIBLE WIRE, GREEN COLOR, 6 MM2	70	meter		
62	50 AMPS DISCONNECT SWITCH	4	each		
63	QO TYPE, 3 PHASE CIRCUIT BRAKER, 40 AMPS	2	each		
64	Shipping and handling price if applicable from Vendor Stock to US Embassy Kabul				

*******Special Note:*******

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the quotation. The U.S. Embassy shall have the right to contract services at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. Prices shall be provided in Afghani or U.S. Dollars. If in Afghani, the monthly U.S. Embassy exchange rate will be automatically applied In order to compare the quotations received in other currency(s)
4. All required goods must be original not fake or used material if found at the time of receiving/checking by the end-user will be returned at no cost to the customer.
5. Contractor registration

This solicitation requires registration with the System for Award for Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. Information can be found at www.sam.gov . Having DUSN and CAGE Code is Mandatory.

ADVANCE PAYMENT:

The Financial Regulations and Rules of the U.S. Embassy preclude advance payments or payments by Letters of credit. Such provisions will be prejudicial to its evaluation by the U.S. Embassy. The normal payment terms of the U.S. Embassy are 30 days upon satisfactory completion of goods, work and services based on acceptance thereof by US Embassy.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-52)

COMMERCIAL ITEMS FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JUN 2010
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (U.S.C. 7104(g))
Alternate I (AUG 2007) of 52.222-50 (U.S.C. 7104(g))
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	<i>Clause Number and Title</i>
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$150,000]</i>
√	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
	(3) – (24) [Reserved].
√	(25) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
√	(26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
√	(27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be</i>

	<i>performing the work were recruited within the U.S.]</i>
√	(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$150,000]</i>
√	(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) <i>[Check for all orders]</i>
√	(32)(ii) Alternate I of 52.222-50 <i>[Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i>
	(33) – (38) [Reserved].
	(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$203,000]</i>
√	(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]</i>
	(41) – (44) [Reserved].
√	(45) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
√	(46) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting officer check as appropriate.]

	Clause Number and Title (1) – (6) [Reserved]
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247)
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]*

Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247) Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.”	JUNE 2006
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is ”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

**652.204-70 Department of State Personal Identification Card Issuance Procedures
(MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics (APR 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.212-1	Instructions to Offerors—Commercial Items.
52.212-2	Evaluation—Commercial Items.
52.212-3	Offeror Representations and Certifications—Commercial Items.
52.212-4	Contract Terms and Conditions—Commercial Items.
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.217-8	Option to Extend Services (Nov 1999)
52.217-9	Option to Extend the Term of the Contract--Services.
52.222-1	Notice to the Government of labor disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-2	Additional Bond Security (OCT 1997)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228.11	Pledges of Assets (JAN 2012)
52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter Of Credit (DEC 1999)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-17	Interest (OCT 2010)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)

52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (JUN 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Item (Dec 2010)
52.245-1	Government Property (APR 2012)
52.246-20	Warranty of Services (MAR 1994)
52.247-64	Preference for Privately Owned U.S. Flag commercial vessels (FEB 2006)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.232-36	Payment by Third Party (FEB 2010)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

13. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses

Referenced FAR provisions and clauses can be obtained from:

<http://www.acquisition.gov/comp/far/current/html/FARTOCP52.html#wp340130>

Referenced DOSAR provisions and clauses can be obtained from:

http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40

(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

(End of clause)

RAM Requirements: Offers that fall within our competitive range require additional processing for companies wishing to do business with the U.S. Embassy in Kabul, Afghanistan.

This extra risk analysis vetting is performed on key contractor personnel; including host country, third country, U.S. citizens, and Legal Permanent Residents of the United States. The vetting process applies to all contracts, purchase orders, delivery orders, Blanket Purchase Agreements (BPAs), and BPA calls.

A request for information will be emailed to offerors in the competitive range or selected vendors, and all interested vendors must provide all information requested in the DS Form 4184, Risk Analysis Information. Vendors are required to submit the requested data required for vetting via a secure online portal linking them to the Risk Analysis Management (RAM) office; access to the Portal and instructions for creating an account will be provided to the vendor by email.

Successful passing of vetting is one condition of receiving award. Other factors are price reasonableness and technical acceptability. Each vendor should submit the requested data via the secure online RAM portal within 3-5 days after being contacted. Vendors who do not provide the information will not be considered for contract awards.

*****Do not forget that, your attachment must not exceed 5 MB*****